

SHAHAR ZEITOUNI, individually;
ITAMAR ZEITOUNI, individually;

Plaintiffs,

v.

GEICO GENERAL INSURANCE COMPANY;
DOES I through X, inclusive; ROE
CORPORATIONS XI through XX, inclusive,

Defendants.

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) CASE NO. 2:17-cv-00160-KJD-GWF
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This Stipulation is entered into by and between Plaintiffs SHAHAR ZEITOUNI and ITAMAR ZEITOUNI (“Plaintiffs”) and Defendant GEICO GENERAL INSURANCE COMPANY (hereafter “Defendant”), by and through their counsels of record.

Since the time of filing the Notice of Removal, Plaintiffs and Defendant stipulate that Plaintiffs' claim for "contractual breach of the implied covenant of good faith and fair dealing" should be severed and stayed pending the outcome of the claim for contractual benefits under the GEICO policy. The parties, acting by and through their respective attorneys of record, hereby agree and stipulate to the severance and stay of the Second Cause of Action (the extra-contractual claim), and request the Court enter an order severing and staying the Second Cause of Action in Plaintiffs' Complaint.

Plaintiffs and Defendant further agree and stipulate that Plaintiffs will continue to pursue policy benefits in this Court.

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1 The parties, by the undersigned counsel for each party, agree that this Stipulation may be
2 signed by counsel, and that all counsel listed below have authorized the submission of this
3 Stipulation to this Court.

4 IT IS SO STIPULATED:

5 GLEN LERNER INJURY ATTORNEYS

McCORMICK, BARSTOW, SHEPPARD,
WAYTE & CARRUTH, LLP

7 By: /s/ Joshua L. Benson
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Attorneys for Defendant

12 **ORDER**

13 IT IS SO ORDERED that Plaintiffs' claims for contractual breach of the implied covenant of
14 good faith and fair dealing be severed and stayed pending the outcome of the claim for contractual
15 benefits under the GEICO policy.

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17  2/27/2017
18 UNITED STATES DISTRICT COURT JUDGE
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